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**IN THE MATTER OF U S WEST
COMMUNICATIONS, INC.'S
COMPLIANCE WITH § 271 OF THE
TELECOMMUNICATIONS ACT OF 1996**

Docket No. T-00000A-97-0238

**AT&T'S EXCEPTIONS TO THE
ALJ'S RECOMMENDED OPINION
AND ORDER ON LINE SPLITTING
AND NIDS**

AT&T Communications of the Mountain States, Inc., and TCG Phoenix (collectively "AT&T") hereby file their Exceptions to the Administrative Law Judge's ("ALJ") Recommended Opinion and Order on line splitting and network interface devices ("NIDs").

DISPUTED ISSUE No. 2: Whether CLECs May Remove Qwest's Wires from the Protector Field of the NID.

During the workshops addressing the NID, AT&T raised an issue regarding the competitive local exchange carriers' ("CLECs") ability to remove the Qwest loop connection from the NID in situations where there is no capacity left on the existing NID. CLECs may encounter this situation, and they will need the ability to free up capacity on the NID so that the CLEC can provide service to the customer. This is an important issue because Section 9.5.2.1 of the Statement of Generally Available Terms and Conditions ("SGAT") limits the CLEC's access to the NID to cases where space is available on the NID. There is no provision that would require Qwest to make space available on the NID. Rather, Qwest seeks to impose additional costs on the CLEC for the installation of a new NID, or the CLEC must install its own NID.

To address this problem, AT&T proposed that CLECs be permitted to remove the Qwest connection and cap it off – a procedure that is recognized as appropriate in Bell System Practices.¹ Staff supported AT&T's proposed procedure, so long as it was performed by a qualified technician. In its Proposed Findings, Staff recommended language that would permit a qualified technician to cap off loop facilities in accordance with industry standards.

In its Comments to the Final Report, Qwest asserted that Staff's proposal creates a potential safety hazard because Qwest's distribution facilities would be left unprotected, in violation of the National Electric Code. Qwest states its engineers testified throughout its region that it is inappropriate to disconnect wires from the protection field and cap them off. Qwest states the only evidence AT&T put forth to support its proposal is a 1968 Bell System practice that concerned situations when the NID is removed from the home altogether, thereby removing the protection field.

Apparently convinced by Qwest's assertions, the Administrative Law Judge states in her Recommended Opinion and Order:

We find that neither AT&T nor Staff has offered explanation why capping Qwest's lines after disconnecting them from the NID protection field is sufficient to prevent the potential hazards cited by Qwest. Qwest is entitled to protect its facilities. We certainly want Qwest, and all carriers to protect human safety. We cannot, without more assurances that safety to person or property is not compromised, sanction AT&T's proposal. Consequently, we decline to adopt Staff's recommended SGAT modification.²

The ALJ's conclusions conflict with the record evidence presented by AT&T and should be reversed. Staff's proposal presents a well-reasoned compromise that appropriately balances the concerns raised by Qwest with the CLEC's right and need to access the NID.

¹ AZ Exhibit 5 AT&T 19.

² Recommended Opinion and Order, ¶ 71.

Qwest is obligated to provide access to the NID, unless it is technically infeasible for it to do so. Under the *UNE Remand Order*, Qwest must provide unbundled access to the NID.³ The Federal Communications Commission ("FCC") held that CLECs would be impaired without access to NIDs, and required incumbent local exchange carriers ("ILECs") to permit CLECs to connect their "own loop facilities to the inside wire of the premises through the incumbent ILEC's NID."⁴ Nothing in the *UNE Remand Order* precludes the removal of Qwest facilities in order to access Qwest's NID. Therefore, Qwest is obligated to permit CLECs to remove Qwest's loop connections from the NID, absent technical infeasibility. There is no question that it is technically feasible for Qwest or the CLEC to remove Qwest's connections from the NID. Qwest does not dispute this.

Qwest's principle objection is that AT&T's request poses a safety hazard. AT&T disagrees. Qwest presented no evidence to substantiate this assertion. AT&T provided a Bell System Practice that explicitly permits a procedure called "capping off," a procedure which would entail removing the Qwest circuit from the NID and tying it down.⁵ Qwest has attacked this practice, claiming that because this practice is from 1969, it is outdated. Qwest presented no evidence that this practice was ever superceded in the Bell System or U S WEST/Qwest. Qwest stated that this is not Qwest's current practice, but provided no evidence of another practice that is mandated of its field personnel. In fact, when pressed on their current practice in Washington, Qwest conceded that there may be existing spare facilities that are not tied down.⁶

Qwest also asserts that this Bell System practice addresses a scenario -- when the NID is removed from the home altogether -- that is different from the removal of the loop by the ILEC

³ *UNE Remand Order*, ¶232.

⁴ *Id.*, ¶237.

⁵ AZ Exhibit 5 AT&T 19; Washington Transcript at 4529, 4531-32. Copies of the Washington transcript pages are attached hereto as Exhibit A.

⁶ *Id.* at 4537-39.

for use by the CLEC.⁷ This argument is nonsensical. The precise scenario at issue here did not exist at the time. However, as Mr. Kenneth Wilson, AT&T's witness, testified, the procedure depicted in the Bell System practice of removing the protector from the house is analogous to the procedure proposed by AT&T. Indeed, in both situations, the loop facility is removed from the NID connection and capped. In the situation addressed in the Bell System practice, where the NID is removed altogether, the loop facilities would be capped off and taped back to itself, the exact same procedure AT&T is proposing here. Lightning and over-voltage issues have not changed since the date of this practice.⁸ If this practice provided the requisite safety protections then, there is no reason it would not provide those same protections now. Indeed, AT&T's expert, Mr. Wilson, is an engineer with years of experience in the Bell System with local distribution facilities, and he stated that this is a proper and acceptable practice, and it would not create safety concerns.⁹

Qwest also claims that AT&T's proposal violates Section 315A of the National Electrical Safety Code and Section 800-30(a) of the National Electrical Code.¹⁰ Neither of the provisions contained in the National Electrical Safety Code and the National Electrical Code address the proposal made by AT&T. Nor do they in any way proscribe the proposal made by AT&T.

Section 315A of the National Electrical Safety Code addresses the need for protection where a "communications apparatus is handled by other than qualified persons."¹¹ That is not the case here. Staff has ensured that Section 315A would be satisfied by requiring that the procedure be performed by qualified technicians.

⁷ Oregon Transcript, at 272-73. Copies of the Oregon transcript pages are attached hereto as Exhibit B.

⁸ *Id.* at 274.

⁹ *Id.* at 259, 274; Washington Transcript at 4528-4532.

¹⁰ AZ Exhibits 5 Qwest 35 and 36.

¹¹ AZ Exhibit 5 Qwest 35.

Similarly, Section 800-30(a) of the National Electrical Code is not applicable. This section applies to circuits that run partly or entirely in aerial wire or aerial cable that are not confined within a block or circuits, aerial or underground, located within the block containing the building served so as to be exposed to accidental contact with electric light or power conductors operating at over 300 volts to ground. A block is defined in Section 800-2 as square or portion of a city, town, or village enclosed by streets and including the alleys so enclosed, but not any street. "Exposed" has three definitions in the Code. In Article 100 – Definitions, exposed (as applied to live parts) is defined as capable of being inadvertently touched or approached nearer than a safe distance by a person and it is applied to parts that are not suitably guarded, isolated, or insulated. Also in Article 100, exposed (as applied to wiring methods) is defined as on or attached to the surface or behind panels designed to allow access. Finally, in Section 800-2 Definitions, exposed is defined as a circuit that is in such a position that, in case of failure of supports and insulation, contact with another circuit may result.

A capped circuit is not exposed under any of these definitions. Based upon the first definition, when the conductors are capped, the wire cannot be inadvertently touched. For purposes of the second definition, a capped circuit is not attached directly to the structure, it is attached to a standoff that is an insulator. Finally, based upon the third definition, the circuit is doubly insulated, so it cannot come in contact with another circuit even if one insulating sheathe is compromised. When a communications circuit actually interfaces with inside wire at a building, then it is "exposed" and must have a protector under the National Electrical Code.

In essence, Section 800-30(a) requires Qwest to have a protector on a pole in the block for each circuit.¹² This is because not all distribution facilities are actually connected to

¹² AZ Exhibit 5 Qwest 36; Washington Transcript, at 4532, 4534-35.

premises.¹³ Spare facilities exist in the loop plant that are not "dropped" to buildings. The reference to electric light or power conductors at over 300 volts is referring to the fact that telephone wires typically coexist on power poles with high voltage lines. Workmen must be protected from accidental contact with communications circuits that have become connected to high voltage power lines or lighting.¹⁴ If Qwest does not have such protectors on all circuits in the block, they are in violation of the National Electrical Code. All cables must have such protection as there is no assurance that any particular circuit actually terminates in a protector at a building. There is no exposure to voltages over 300 volts at buildings (with the exception of industrial facilities that are covered by other sections) as the voltage that is available to such buildings is at maximum 220 V. However, the National Electrical Code does not require a protector at the house when the drop does not penetrate the building, as would be the case with AT&T's proposal.¹⁵ Thus, this section of the National Electrical Code is not germane to AT&T's proposal.

Therefore, Qwest has not presented any viable technical or safety concerns, and it must permit CLECs to remove its loop connections in order to provide access to its NID in order to provide CLECs access to its NID where space is not otherwise available.

As the Administrative Law Judge concluded in Washington:

If Qwest no longer serves the premises, there is no reason for Qwest to have facilities entering the premises. Qwest is obligated to leave the NID for the requesting carrier, because the CLEC has the right to access the NID and the inside wiring. In most cases where there is room, Qwest's facilities would only be removed from the NID and left at the premises in case service reverts back to Qwest. Requiring Qwest to remove its facilities from the NID is no different than requiring Qwest to remove obsolete equipment in a Central Office to make space available for a CLEC requesting collocation.

¹³ Washington Transcript at 4534, 4537-38.

¹⁴ *Id.* at 4534-35.

¹⁵ *Id.* at 4534.

AT&T seeks to remove the Qwest facilities terminated on the "loop" side of the NID, and terminate its facilities there. The FCC has held that "requiring competitors to install numerous, redundant NIDs at the interface to customer premises wiring would constitute a substantial economic and practical barrier to market entry, and a needless waste of carrier resources."

The safety codes specify that the procedure proposed by AT&T is not allowed "[w]here communications apparatus is handled by other than qualified persons." *Ex. 915 (National Electrical Safety Code, ¶315 A, (1997 Edition))*. However, if properly trained, a CLEC technician should be qualified to remove Qwest's distribution facilities from the NID, cap them to protect the Qwest facilities from any excessive voltage, and protect the NID area from any excessive voltage in the Qwest network. The Qwest facilities in question would still be physically connected to the Qwest protector, which is designed to provide a path to ground when excessive voltages contact these facilities.

If CLEC technicians follow industry standard practices, Qwest facilities should be protected consistent with the national standards upon which Qwest relies. The competitor providing service to the NID is expected to have protection against excessive voltages provided within its equipment and apparatus. In addition, the typical MTE terminal area is in a locked closet, not accessible by unqualified personnel. Thus, we find that the possibility of this practice resulting in violations of the National Electrical Code or the National Electrical Safety Code, as contemplated by Qwest, is remote.¹⁶

The Washington Administrative Law Judge directed Qwest to modify its SGAT to allow qualified CLEC technicians to remove non-working Qwest facilities from the NID to provide space for CLEC facility terminations, as long as industry practices are followed to avert any danger of excessive voltage to unqualified personnel.¹⁷

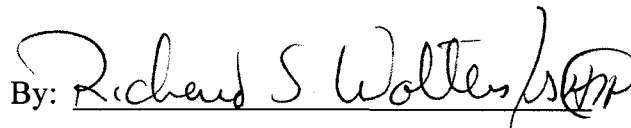
Staff's resolution of this issue is consistent with the Administrative Law Judge's recommendation in Washington and should be adopted. AT&T requests that the Recommended Opinion and Order be amended to adopt Staff's proposal.

¹⁶ U S WEST Communications, Inc.'s Compliance With Section 271 of the Telecommunications Act of 1996, Docket No. UT-003022, Twentieth Supplemental Order (WA UTC Nov. 14, 2001), ¶¶ 234-37.

¹⁷ WA Twentieth Supplemental Order, ¶ 238.

Dated this 24th day of May, 2002.

**AT&T COMMUNICATIONS
OF THE MOUNTAIN STATES, INC.,
AND TCG PHOENIX**

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Exhibit A

04415

1 BEFORE THE WASHINGTON UTILITIES AND

2 TRANSPORTATION COMMISSION

3 In the Matter of the)
Investigation into)

4)

U S WEST COMMUNICATIONS, INC.'s)

5)

Compliance with Section 271 of)

6 the Telecommunications Act of)
1996)

7 -----)

In the Matter of)

8)

U S WEST COMMUNICATIONS, INC.'s)

9)

Statement of Generally)

10 Available Terms Pursuant to)

Section 252(f) of the)

11 Telecommunications Act of 1996)

_____)

12

13 A Workshop in the above matters was held on

14 July 12, 2001, at 8:30 a.m., at 1300 South Evergreen

15 Park Drive Southwest, Room 206, Olympia, Washington,

16 before Administrative Law Judge ANN RENDAHL.

17 The parties were present as follows:

18 THE WASHINGTON UTILITIES AND TRANSPORTATION
COMMISSION, by PAULA STRAIN and DAVE GRIFFITH, 1400
19 South Evergreen Park Drive Southwest, Post Office Box
40128, Olympia, Washington, 98504-0128.

20

WORLDCOM, INC., by ANN HOPFENBECK, Attorney
21 at Law, 707 - 17th Street, Suite 3900, Denver, Colorado
80202.

22

SPRINT COMMUNICATIONS COMPANY, by BARBARA
23 YOUNG, Attorney at Law, 902 Wasco, Hood River, Oregon

Docket No. UT-003022
Volume XXXI
Pages 4415 to 4608

Docket No. UT-003040
Volume XXXI
Pages 4415 to 4608

04529

1 succinctly. It's AT&T's position that it is -- it
2 should be permissible for Qwest facilities to be removed
3 from the NID when they are no longer being used to
4 provide service, that they can be capped off properly
5 and tied up, and the CLEC can then have use of the NID
6 for its own loop facilities. This may be necessary in
7 situations where either the customer does not want
8 additional NIDs on the premises or could even be in some
9 condominium situations where the building restrictions
10 by the condominium association prohibits additional
11 boxes on the house.

12 It is my contention that this does not
13 violate any codes. It's Qwest's position that it does
14 violate code, but I have examined in close detail the
15 National Electrical Code and other codes that are
16 appropriate for this type of installation. Also, the
17 only existing Bell system practice that I could find
18 showed that it was appropriate to tie an existing drop
19 up and tape it when it was no longer necessary, that
20 that could be done. So we would like to see SGAT
21 language included which would allow existing Qwest drop
22 to be removed from the NID when their loop is not being
23 used any more.

24 JUDGE RENDAHL: Response from Qwest?

25 MS. LISTON: Qwest disagrees with the way

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1 site? Is it just a capping off a wire, or is it a site
2 on a premises or something grounded?

3 MR. STEESE: Side, S-I-D-E.

4 JUDGE RENDAHL: Thank you.

5 MS. LISTON: And within the NID, there's a
6 section that provides ground protection for electrical,
7 you know, any kind of ground protections for protection
8 against lightning strikes or anything like that. That's
9 on the -- the protector is on the network side of the
10 NID. The other side of the NID is the customer side,
11 and that's where you interconnect with the inside wire.

12 JUDGE RENDAHL: So as I understand it, AT&T
13 is requesting that Qwest's facilities from the
14 distribution plant be taken off the protector side and
15 capped off that way or just left dangling instead of
16 being connected to the protector side of the NID.

17 MS. LISTON: That's correct.

18 JUDGE RENDAHL: Okay.

19 Any response from AT&T before -- I mean I
20 think this is a fairly quick issue.

21 MR. WILSON: Yes, I think left dangling is
22 not what we're proposing. The Bell system procedure
23 said you can cap it off and tape it to itself. The drop
24 is always attached to the house by an insulator
25 generally before it comes to the NID, so you simply

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1 disconnect it from the NID, tape it, and then tape it to
2 itself, and that is considered good practice by the only
3 Bell system practice that either company has been able
4 to produce. Lightning and overvoltage haven't changed
5 since '67.

6 My review of the Electrical Code does show,
7 as Ms. Liston says, that protection is required in their
8 local plant, but that protection has to be provided up
9 on poles. It is not sufficient for them to have
10 protection at the house. In fact, it's not even
11 necessary. The protection has to be in the plant
12 network, and that's simple to resolve, because they have
13 lots of distribution facilities that are not terminated
14 on network interface devices at all. Any spare copper
15 out on the poles is not terminated on house protectors.
16 They have to have separate protectors. If Qwest is not
17 providing those, then they would be in violation of the
18 code without putting those on. So the protector on the
19 house is not necessary, so that is my reading and
20 interpretation of the Electrical Code.

21 JUDGE RENDAHL: Okay, Mr. Sekich and then
22 briefly, Qwest.

23 MR. SEKICH: One very brief question of
24 Qwest. If a customer were to request the removal of a
25 NID, what would Qwest do? What are their internal

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1 that situation, you're going to be sitting there with
2 facility that needs to be modified to return back or
3 maybe even a new drop put in place, and that's -- I mean
4 that seems like a fairly substantial burden to place on
5 the customer in the situation.

6 MR. DITTEMORE: Yeah, I agree, I just think
7 we need to iron out what you want done and what's
8 reasonable, because the situation certainly happens.

9 JUDGE RENDAHL: Mr. Zulevic and then
10 Ms. Liston, sorry.

11 MR. ZULEVIC: A question that comes to mind
12 for me is that I have seen a number of NIDs that have
13 been fed by a three or five or six pair drop, whatever,
14 but only one maybe two pairs are terminated in that NID
15 anyway. Why would that be different than pulling an
16 existing line off of the NID? Why is that any different
17 than the extra pairs that are already there?

18 MR. PAPPAS: Well, at that time, if there's
19 only one or two protectors there, the request should
20 simply come in to add additional capacity for protectors
21 that have AT&T terminate their facilities within the
22 same NID on the protection issues.

23 MR. ZULEVIC: No, I was speaking of the
24 safety concern with disconnecting those. Why is one
25 disconnected from the NID any different from a spare

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1 that's already existing there and not tied down?

2 MR. PAPPAS: It's because they're not

3 terminated at anything in the pedestal.

4 MR. ZULEVIC: Are they or aren't they?

5 MR. PAPPAS: They are not.

6 MR. ZULEVIC: Never?

7 MR. PAPPAS: Well, left ins maybe might, but.

8 MR. ZULEVIC: Right.

9 MR. PAPPAS: Okay. But in general if we put

10 in -- if I went out today and put in one single pair to

11 your house on a six pair drop, I'm going to terminate

12 the white-blue, and I'm going to take the rest of them,

13 and if they don't terminate, if they don't go anywhere,

14 there's no need to protect those. Do you agree with

15 that?

16 MR. ZULEVIC: I would agree with that.

17 MR. PAPPAS: Okay.

18 MR. ZULEVIC: But I would also say that I

19 doubt very much that it's a standard policy when a line,

20 a second line or a third line is disconnected, that

21 everything all the way back is removed and that you only

22 have the drop wire left intact. In many cases, the

23 whole thing is there.

24 MR. PAPPAS: That's because there's no need

25 to because it's still terminated on the protector. It

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1 doesn't pose any damage, it doesn't pose any potential
2 harm to the network. If it's a left in, that's
3 terminated at protection units from the house all the
4 way through to the central office. So without someone
5 actually going out there and disconnecting and tying
6 back, I mean that danger is then caused by the CLEC that
7 does that.

8 JUDGE RENDAHL: Ms. Liston and then
9 Ms. Strain.

10 MS. LISTON: I think the important thing to
11 realize in this is the situation that we're looking at
12 is that Qwest has made available to the CLECs more
13 flexibility than we have seen in many places across the
14 country. We're allowing the CLECs to wire both on the
15 protector side and on the customer side when there is
16 spare capacity. We're allowing them access to our NIDs.
17 We're allowing them to do the wiring to our NIDs. What
18 we're saying is we don't want to put us in a situation
19 where there are violations of the National Electric
20 Safety Code or where we're putting other people in
21 jeopardy by having wires disconnected from the protector
22 side of the NID.

23 So it's strictly -- it's not -- we're not
24 saying that they can't use our NIDs, we're going to
25 allow them to use the NIDs, we're going to allow them to

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1 this one impasse and move on unless you all can work
2 together off line and figure out if there's any
3 disconnect that you have.

4 The next issue in Washington NID issue 2,
5 there are three sub issues, and it's issue B, CLECs want
6 Qwest to remove its connections from protector when CLEC
7 accesses protector, and that's again an AT&T issue.

8 MR. WILSON: Well, this will probably
9 engender an interesting lively discussion. Let me frame
10 the issue, and Judge Rendahl, you can tell us how long
11 you want us to go.

12 JUDGE RENDAHL: Well, I would say let's --
13 you have 15 minutes to address this issue, and then we
14 will take our lunch break, okay.

15 MR. WILSON: Okay.

16 JUDGE RENDAHL: And if you don't take that
17 long, great.

18 MR. WILSON: I guess I thought we were
19 breaking at 12:30.

20 JUDGE RENDAHL: Well, I decided we would go
21 for an additional 15 minutes, would give you all an hour
22 and 15 minute lunch break, and I think that will be
23 sufficient.

24 MR. WILSON: Thank you.

25 Let me characterize this issue a little more

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1 succinctly. It's AT&T's position that it is -- it
2 should be permissible for Qwest facilities to be removed
3 from the NID when they are no longer being used to
4 provide service, that they can be capped off properly
5 and tied up, and the CLEC can then have use of the NID
6 for its own loop facilities. This may be necessary in
7 situations where either the customer does not want
8 additional NIDs on the premises or could even be in some
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13 violate any codes. It's Qwest's position that it does
14 violate code, but I have examined in close detail the
15 National Electrical Code and other codes that are
16 appropriate for this type of installation. Also, the
17 only existing Bell system practice that I could find
18 showed that it was appropriate to tie an existing drop
19 up and tape it when it was no longer necessary, that
20 that could be done. So we would like to see SGAT
21 language included which would allow existing Qwest drop
22 to be removed from the NID when their loop is not being
23 used any more.

24 JUDGE RENDAHL: Response from Qwest?

25 MS. LISTON: Qwest disagrees with the way

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1 that was presented. Qwest's position is that the
2 National Electric Safety Code does require all network
3 facilities to be terminated at a protection. What we're
4 really talking about is AT&T's request is to remove the
5 loop -- the Qwest distribution facilities from the
6 protector side of the NID. Qwest has agreed to allow
7 any CLEC to wire to a NID both on the protector side or
8 the customer side if there's space available. What we
9 have said we will not allow is we will not allow our
10 distribution plant to be removed from the protector side
11 of the NID and wrapped and left dangling.

12 The Bell system practice that Mr. Wilson
13 referred to is a 1967 practice written by AT&T that he
14 claims in another jurisdiction he had in his attic. The
15 Qwest position is that if we were ordered to allow the
16 CLECs to disconnect our distribution plant, we would be
17 in violation of the current National Safety Electric
18 Code that says all facilities need -- all
19 telecommunications facilities need to be terminated on
20 the protector side. We also believe that there would be
21 risks associated with potential fire risks and harm to
22 employees of any telecommunication provider who would be
23 working at that NID and also to any of the home owners.

24 JUDGE RENDAHL: Just for my own purposes,
25 what do we mean when we're talking about a protector

04531

1 site? Is it just a capping off a wire, or is it a site
2 on a premises or something grounded?

3 MR. STEESE: Side, S-I-D-E.

4 JUDGE RENDAHL: Thank you.

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25 generally before it comes to the NID, so you simply

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4 to produce. Lightning and overvoltage haven't changed
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14 on network interface devices at all. Any spare copper
15 out on the poles is not terminated on house protectors.
16 They have to have separate protectors. If Qwest is not
17 providing those, then they would be in violation of the
18 code without putting those on. So the protector on the
19 house is not necessary, so that is my reading and
20 interpretation of the Electrical Code.

21 JUDGE RENDAHL: Okay, Mr. Sekich and then
22 briefly, Qwest.

23 MR. SEKICH: One very brief question of
24 Qwest. If a customer were to request the removal of a
25 NID, what would Qwest do? What are their internal

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1 Each pair is protected where it terminates at the far
2 end. So I think what you -- I think your statement kind
3 of misrepresented the facilities that are there.

4 JUDGE RENDAHL: I think Mr. Dittmore has a
5 question.

6 MR. DITTEMORE: I believe the terminal that
7 the drop works out of, isn't there protectors in that
8 terminal for each pair of the drop it's working?

9 MR. PAPPAS: It depends on the type of
10 terminal. If it's a hard count terminal, certainly
11 there are protectors there. If it's an open count where
12 they just come off, and I'm trying to think of the name
13 of the -- it's got the blue and white wires coming off
14 the top of it that you have to tap onto, there's no
15 protector there at all.

16 MR. WILSON: Well, I still -- still rest on
17 my reading of the National Electrical Code, that it does
18 not require a protector at the house when the drop does
19 not penetrate the building. There's no need for it that
20 I can determine, because you do have the protection up
21 on the pole so that a worker on the pole would be
22 protected from overvoltage.

23 If you read the Electrical Code, it talks
24 about wiring that is near to power lines, to lighting,
25 et cetera. What they're worried about is workers on the

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1 pole that could get electrocuted when the telephone wire
2 would touch those type of facilities. At the house,
3 you're worried when it penetrates the building and goes
4 inside, as you would be worried with 110 or 220 service.
5 You are not required to have grounding on 110 or 220 at
6 your house if it doesn't penetrate the wall. You can
7 remove the cover off of the electrical meter, which
8 effectively disconnects, and the wire can stay on the
9 house. That's quite common.

10 JUDGE RENDAHL: Mr. Dittemore, briefly.

11 MR. DITTEMORE: I would like to pursue your
12 removal of the drop process you referenced. You are
13 saying you physically would take the drop out of the
14 ground, or would you cut it at ground level? Could you
15 expound on that process, please?

16 MR. PAPPAS: The only instance I had an
17 opportunity to work on were aerial, and we just pulled
18 the entire drop out. We disconnected at the pole off
19 the house. We took off all the attachments that were
20 there.

21 It appears Mr. Hubbard has something to say.

22 MR. HUBBARD: If a drop removal is required
23 and it is a buried drop, then you dig down and cut it
24 off below ground level, and then you also cut it off in
25 the pedestal that it derives from.

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1 that situation, you're going to be sitting there with
2 facility that needs to be modified to return back or
3 maybe even a new drop put in place, and that's -- I mean
4 that seems like a fairly substantial burden to place on
5 the customer in the situation.

6 MR. DITTEMORE: Yeah, I agree, I just think
7 we need to iron out what you want done and what's
8 reasonable, because the situation certainly happens.

9 JUDGE RENDAHL: Mr. Zulevic and then
10 Ms. Liston, sorry.

11 MR. ZULEVIC: A question that comes to mind
12 for me is that I have seen a number of NIDs that have
13 been fed by a three or five or six pair drop, whatever,
14 but only one maybe two pairs are terminated in that NID
15 anyway. Why would that be different than pulling an
16 existing line off of the NID? Why is that any different
17 than the extra pairs that are already there?

18 MR. PAPPAS: Well, at that time, if there's
19 only one or two protectors there, the request should
20 simply come in to add additional capacity for protectors
21 that have AT&T terminate their facilities within the
22 same NID on the protection issues.

23 MR. ZULEVIC: No, I was speaking of the
24 safety concern with disconnecting those. Why is one
25 disconnected from the NID any different from a spare

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1 that's already existing there and not tied down?

2 MR. PAPPAS: It's because they're not

3 terminated at anything in the pedestal.

4 MR. ZULEVIC: Are they or aren't they?

5 MR. PAPPAS: They are not.

6 MR. ZULEVIC: Never?

7 MR. PAPPAS: Well, left ins maybe might, but.

8 MR. ZULEVIC: Right.

9 MR. PAPPAS: Okay. But in general if we put

10 in -- if I went out today and put in one single pair to

11 your house on a six pair drop, I'm going to terminate

12 the white-blue, and I'm going to take the rest of them,

13 and if they don't terminate, if they don't go anywhere,

14 there's no need to protect those. Do you agree with

15 that?

16 MR. ZULEVIC: I would agree with that.

17 MR. PAPPAS: Okay.

18 MR. ZULEVIC: But I would also say that I

19 doubt very much that it's a standard policy when a line,

20 a second line or a third line is disconnected, that

21 everything all the way back is removed and that you only

22 have the drop wire left intact. In many cases, the

23 whole thing is there.

24 MR. PAPPAS: That's because there's no need

25 to because it's still terminated on the protector. It

Exhibit B

BEFORE THE PUBLIC UTILITY COMMISSION
OF OREGON

UM 823

In the Matter of the Investigation into the)
)
 Entry of QWEST CORPORATION into In-Region)
)
 InterLATA Services under Section 271 of the)
)
 Telecommunications Act of 1996.)

DATE: July 20, 2001

TIME: 9:00 a.m.

PLACE: Main Hearing Room
Public Utility Commission
550 Capitol Street NE
Salem, Oregon 97301-2551

BEFORE: Allan J. Arlow
Administrative Law Judge

VOLUME II
Pages 238 – 418

1 ALJ ARLOW: Go ahead.

2 MR. HARRIS: I'd like to get back to AT&T
3 Exhibit 408. It shows, looks to me like four examples
4 of the loop cut off, taped up and dangling out in
5 space. And that apparently was Bell System practice in
6 1969. Has that practice changed as far as Qwest is
7 concerned?

8 MS. LISTON: As far as Qwest is concerned, it
9 has changed, and that we do not employ this kind of a
10 practice of leaving the wires dangling. And as I was
11 looking at this additional, it talks about bringing
12 things all the way back to the pole and taping off
13 also. So, you know, Mr. Wilson has made a reference to
14 just taping it here, but if I look through the rest of
15 the practice, it talks about what you also need to do in
16 terms of getting back to the pole for the final
17 protection and taping there. So, now we're getting
18 further and further into the Qwest network. And it
19 looks like there's more steps that the original old
20 practice said you had to do. This is also a practice
21 that was built at a time when there was only one
22 provider, AT&T, for all services.

23 MR. WILSON: I believe Ms. Liston just
24 mischaracterized the document. It also talks about
25 disconnecting the drop at the pole. It doesn't make

1 that a requirement for doing the disconnect at the NID.
2 They're not linked in any way. They simply are both in
3 the document. It gives various procedures for various
4 circumstances.

5 MR. PAPPAS: And this is Dennis Pappas with
6 Qwest.

7 And this comes from practical experience. I
8 spent 15 years outside working both aerial and buried
9 protectors and all that. This document references the
10 scenario where the protector is actually moved from the
11 home. It's pulled off the wall. It's not even -- it's
12 not evenly left there. As you go to page 3 of this
13 document, I believe, or page 2 of the document, it shows
14 an outlined -- an outlined version of an old protector
15 and a dotted line were actually removed from the house.
16 In the scenario that we're talking about here, really we
17 leave our SNI or our NID on the house with our wires
18 terminated to it. And it's not a physical removal of
19 the protector of the Network Interface Device. That's
20 actually how outdated this is. As Ms. Liston said, at
21 this time, AT&T was the only provider of services. And
22 they were requested, came in a house, that had been
23 abandoned, to remove the protectors. Customers could
24 make that request. And correct, in that instance, we
25 went to the pole. We tied it off in the manner that

1 this shows, and we went to the home, pulled the
2 protector off, and tied it back onto itself at the
3 house.

4 ALJ ARLOW: Mr. Wilson, if we can close this
5 matter, if we can tie this matter off, I would
6 appreciate it.

7 MR. WILSON: I will try to do so. In 1969,
8 there certainly wasn't any competition for AT&T, so the
9 exact scenario that we are addressing here, and that we
10 have to address, was not contemplated. The closest that
11 I could come to an analogy was the removal of the
12 protector on the house. And we have a procedure here,
13 which was deemed acceptable at that time for the whole
14 Bell System. And lightening and over-voltage haven't
15 changed since 1969, so I feel that this procedure is
16 quite compatible with safety codes and standards.

17 ALJ ARLOW: There being nothing further on
18 NID-2, if we can move on to NID-3, which sounds like it
19 may be a pricing issue, but I'll let the parties
20 characterize that.

21 Mr. Wilson?

22 MR. WILSON: Actually, Your Honor, AT&T
23 withdrew this issue in Washington from the issue list.
24 So I don't think that we can make an issue of this
25 here. Briefly it was a situation which may occur where

1 ALJ ARLOW: All right. In that case, the
2 second item, NID-2, 9.5.2.1. Mr. Wilson?

3 MR. WILSON: Yes, Your Honor. This is a
4 situation where, for example, a customer would want to
5 switch its entire service to AT&T or another CLEC. And
6 the existing Network Interface Device on the premises
7 could be used by the CLEC, but in order to use it, the
8 Qwest cable coming into that terminal would need to be
9 removed. And it's AT&T's contention that it is quite
10 proper, and there is a procedure to do that whereby you
11 would remove the entire cable, cap it off with tape, and
12 tape it to itself. We actually have some exhibits that
13 we will want to provide that show an old Bell system
14 procedure, which is actually the newest procedure that
15 either company can find, that shows this type of
16 example, where it is proper to remove the cable from
17 the -- or from the NID, leave it in a taped condition,
18 and that is acceptable procedure.

19 I have also reviewed the National Electrical
20 Code, and it is my opinion that this would not violate
21 the electrical code as Qwest is suggesting in order to
22 do this.

23 ALJ ARLOW: This isn't a forward looking
24 procedure. It hasn't been occurring on a current
25 basis. People aren't going out, techs aren't going out

CERTIFICATE OF SERVICE

I hereby certify that the original and 10 copies of **AT&T's Exceptions to the ALJ's Recommended Opinion and Order on Line Splitting and NIDs**, Docket No. T-00000A-97-0238, were sent by overnight delivery on May 24, 2002 to:

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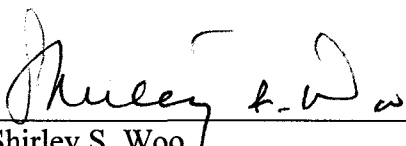
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